

Gary Grimm  
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Norristown, Pa. 19401  
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4-25

April 21, 2019

US Bankruptcy Court Eastern District of Pennsylvania  
900 Market St # 400  
Philadelphia, PA 19107  
Att: Judge Magdeline D. Coleman

RE: 17-10625-MDC  
Subject – Confirmation hearing & schedule filing continuance request

Dear Judge Coleman,

On checking the docket to confirm my upcoming hearing date and time, I found entry #155 which stated that I was to have my revised schedules and plan submitted by April 12, 2019 and that my confirmation hearing would be held on April 25, 2019.

I never received a notice of this, nor was it mentioned at the hearing on February 15, 2019. The attorney for Grimm Brothers Realty Company was present at the hearing and he did not recall any mention of a confirmation hearing or a scheduling filing date.

I have completed the revised schedules and plan and filed them Friday, April 19, 2019. The physical renovations to the property have been completed. A lease has been entered into with a roommate who has moved in; first, second and signature page attached. I mailed the trustee the updated monthly payment requirement for the mortgage company of \$700 per month, commencing December, 2018; money order stubs and proof of service attached. There remains one exception which will not be completed by the time of the hearing.

I pursued the reverse mortgage, but was informed that with the existing liens it would not qualify as the total presently exceeds one half the value of the property.

There are three liens on the property that are also liens with Grimm Brothers Realty Company, plus one that I have the hearing for on April 25, 2019. The three have been transferred to me as an officer of the company and their removal will bring the numbers in line for a reverse mortgage.

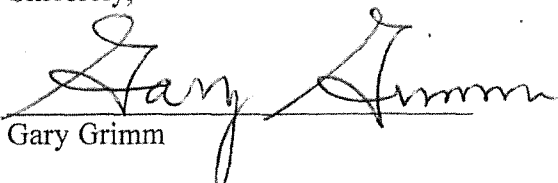
Two of these liens have been objected to, and the third will be paid off with the sale of the property that has been proposed to resolve the chapter 11 bankruptcy for Grimm Brothers Realty Co.

I have been working with the attorney for the company bankruptcy for the past month who has been preparing filings for the objections. His plan is to file all at one time for the sake of cost and efficiency. I'm aware that he has incurred delays due to being in and out of the hospital for the past month and was on vacation this past week.

I continue to maintain my monthly mortgage payment. I will increase my payment to \$754 per month to the trustee under my fourth amended plan that goes to the mortgage company. This will continue to make inroads into the principal balance of the mortgage, and make the reverse mortgage more easily attainable.

I need a continuance for the confirmation hearing, as I believe it will be premature and I did not receive notice.

Sincerely,

  
Gary Grimm

CC: Alex Moretsky, Esq.



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857 SWODE ST  
NORRISTOWN, PA 19401

To: WILLIAM MILLER TRUSTEE  
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\$2700 PAYMENT

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AMOUNT  
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**25543298160**

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2019-04-15 194010 \$700.00 03

**1. Name of Landlord and Tenant (s)**

- a.) Name of Landlord / Agent: **Gary GRIMM** Phone #: **610-275-5855**  
b.) Contact address and send rental payments: **837 SWEDE ST.,** Norristown, Pennsylvania 19401  
c.) Name of Tenant (s) & all adults over 18 year's old 1) **Frank J Deulca III**

**2. Leased Property**

- a.) The leased property is the location Landlord / Agent agrees to rent to Tenant.  
b.) It is a: Single Home, Townhouse, Apartment, Room, X House share  
c.) The words "leased property" will refer to the type of residence as listed above.  
d.) The rental unit address is: **404 Ross Rd. King of Prussia, PA 19406**  
e.) The following Items and inclusions are to be considered part of the leased property. See addendum  
f.) The occupants permitted under this lease are as listed in the Lease Application  
g.) No more than 1 people may legally occupy this unit, per the lease agreement.  
h.) If any unauthorized occupant (s) is/are found living in the leased property Landlord may:  
(1). End this lease with a sixty-day written notice, or  
(2). Require Tenant to pay one hundred (\$100.00) dollars monthly for each unauthorized occupant  
(3). Require Tenant to pay for all damages caused by unauthorized occupant (s) and all the above.  
(4). Hold unauthorized occupant joint and several liable for terms of the lease.  
i.) Lease provisions may be enforced by agent or owner of the property, if not the same as the agent  
j.) Copies of employment check receipt listing tax payment, social security card, driver's license, passport, resident alien card or other legally acceptable document with photograph are required within 30 days of a resident's occupancy, if not already in landlord's possession or landlord may consider lease null & void and require that unit be vacated immediately.

**3. Lease Starting & Ending Dates**

- a.) This lease term begins on, April 12 and ends on April 15, 2020  
b.) If Landlord is not able to give possession, on the beginning of the Term they shall not be liable.  
c.) Rent starts at the beginning of the Term, unless Landlord cannot give possession, then rent shall then be payable when possession is available.  
d.) Landlord must give possession within a reasonable time, 30 days, or Tenant may cancel and Obtain a refund of money deposited. Landlord will notify Tenant when possession is available. The ending date of the term will not be change.  
e.) Lease shall renew for an additional period of 1 year and shall continue to renew year after year Unless a 60 day notice is given prior to the end date of the lease

**4. Rent, Added Rent**

- a.) The **total rent** to be paid for a twelve-month period is. **\$8400.00**  
b.) The **Monthly rental** shall be and will be the base rent per month. **\$700**  
Landlord need not give notice for tenant to pay the rent. Rent must be paid in full without deduction. The first month's rent (and any partial month's rent) will be paid when Tenant signs this lease. Tenant may be required to pay other charges to Landlord under the terms of this lease. Whether or not stated as such, those other charges are considered "added rent." Added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.  
c.) If rent is mailed to Landlord, the postmark date of the mailing shall be the **date of payment**.  
d.) If rent as stated above remains unpaid as of the close of business on the first day of the month a notice to pay rent or move is sent. If rent remains unpaid as of the close of business on the fifth day a court action to remove Tenant begins on the sixth day. All court cost are paid by Tenant. Total rent for the balance of the rental term shall become immediately due.

Tenant Initials a) FD

e) Cash payments may be hand delivered to Gary Grimm only on the first day of the month. Landlord takes no responsibility for cash left in company lock box. Checks or money orders must be used for rent payment for any day of the month.

#### **5. Late Rent Charged**

- a.) Rent is considered late if not paid by the **close of the first business day of the month**.  
 b.) if a partial rental payment is made the remainder shall be subject to late charge.  
 c.) The **late charge** shall be equal to **five (5%) percent** of monies due, plus \$3.00 a day for each day.  
 d.) 2<sup>nd</sup> month security deposit shall be paid over a 6 month period at \$ 200per month payable on the 1<sup>st</sup> of each month. If tenant defaults on payment schedule, total security deposit becomes due.  
 e) If collection of monies due must be pursued by landlord , tenant agrees to pay an additional 35 % of monies due for attorney fees, if an attorney is used, and 20% of additional monies due, if landlord pursues collection, for reimbursement of landlords collection efforts. Tenant Initials

#### **6. Monies Owed Prior to Move In**

- |  |        |                             |         |
|--|--------|-----------------------------|---------|
| 1. Pro rata rent due to the next regular due date...\$ | 420.00 | 2. Security Deposit.... \$  | 1300.00 |
| 3. Due on Account of Last month .....                  | \$     | 4. Application Fee .... \$  | 35.00   |
| 5. Additional Deposit Due .....                        | \$     | 6. First months rent ... \$ | 700.00  |

#### **7. Utilities & Services**

Landlord and Tenant each agree to pay for the utilities and services as listed below.

	<u>Landlord Pays</u>	<u>Tenant Pays</u>
Cable TV		X
Cold Water	X	
Electricity	X	
Heat	X	
Air Conditioner	X	
Air Conditioning	X	
Hot Water	X	
Yard maintenance	X	X
Sewer	X	
Snow Removal	X	X
Trash Collection	X	
Prorated Water Cost		
Over Monthly estimate		X

#### **8. Bad Checks**

Tenant agrees to pay a fee of **thirty (\$30.00) dollars** for any check that is not honored by the Bank, plus any other related charges incurred. Future payments in must be by money order or certified check.

#### **9. Tenant Fails To Move In**

If Tenant fails to take possession, Landlord may keep all monies paid by Tenant in advance, as damages. Tenant is also responsible for payment of additional costs to re-rent the leased property. Tenant shall also be responsible to pay rent for days the leased property remains unoccupied.

#### **10. Notices**

Any bill, statement, approval, consent, permission or notice must be in writing. If to the Tenant, it may be emailed , placed in their mail box or mailed to the Tenant at the leased property. If to Landlord, it must be mailed, emailed , placed in landlord's lockbox , mailed return receipt requested

#### **11. Inspections**

a.) Tenant agrees to give Landlord a **signed inspection sheet**, within ten days of the signing of this lease. When this lease ends Tenant shall be responsible for all items needing repairs not listed on the original inspection sheet, not previously repaired.

b.) If **no inspection sheet** is turned in to the Landlord within ten (10) days then the Tenant has accepted the leased property as in good condition and without need of repair or any pre-existing damage or shortages.

Tenant Initials a) FD

**51. Early Lease Termination**

If tenant vacates their unit prior to the termination date of their lease or without giving proper written notice of intent to vacate in the lease prescribed time, or is evicted due to violation of lease terms, tenant will be charged 1 months' rent for breach of lease.

**52. Entrance for Purpose of Inspection**

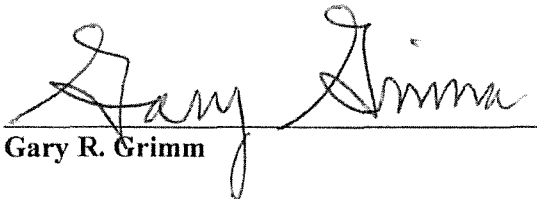
a) Grimm Brothers Realty Co. does not allow inspection of properties, or grant admittance to any party representing, or for the purpose of assisting, any government agency without a Court authorized Search Warrant, except when an individual is accompanied by an officer of Grimm Brothers Realty Co.

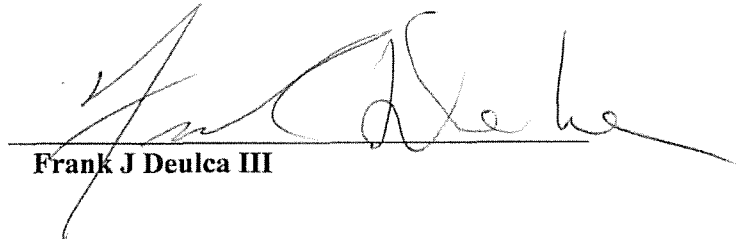
b) Any tenant that grants entrance to any person that fits this description shall be responsible for any associated cost resulting from their admittance. No individual police, government local, state or federal officials that you have not granted the right of entrance, except Grimm Brothers Realty Co. personnel, cannot legally enter your unit without a Court authorized Search Warrant.

c) The United States constitution protects your right, even if not a citizen, to deny entrance. You cannot be punished for this denial.

**53. Attire** Pants hanging low to the point of exposing underwear, hoods up and sunglasses are not permitted within the building. Pants hanging low ,to the point of exposing underwear ,are not permitted on the property. Unless the weather warrants it, hoods up are not permitted on the property. Tenants are responsible for their guest adherence to your lease requirements. Guest not complying, will be prohibited from future admission to the building

**53. Agreement**, with any added clauses or house rules, this is the final and complete agreement between Landlord and Tenant. Any oral agreements which are not included in the lease are not part of this lease. **TENANT AGREES LANDLORD GAVE TENANT TIME TO REVIEW THIS LEASE, IF LEASE TERMS ARE NOT UNDERSTOOD TENANT IS ENCOURAGED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS LEASE EACH TENANT AGREES HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OR HAS HAD THE TERMS EXPLAINED TO THEM.**

  
\_\_\_\_\_  
Gary R. Grimm

  
\_\_\_\_\_  
Frank J Deulca III